

**NON-DISCLOSURE AGREEMENT**  
**Ownership of Data Including Supplied Material**

Between

Name:

Address:

*(Referred to as the Client)*

AND

Name of Vender:           Classic Impressions Inc

Address:                   1308 Cliveden Ave, Delta, BC V3M 6G4

*(Referred to as Supplier)*

**Both parties agree to the terms laid out in this document as follows:**

1.     The Supplier agrees that all information and materials, supplied to the Supplier, including but not restricted to all records, data, files, input materials, reports, forms, systems or application software developed by the Client or the Client's authorized agents, Cheshire labels, Avery (aka. peel & slick) labels, tape dumps, mailing lists, business reply cards and envelopes, buck slips, catalogues, coupons, inserts, and lift letters. This also includes materials computed, developed, inserted or stored by a supplier for or on behalf of any customer of the Client. All the materials and their modifications or enhancements (the "Customer Materials") shall:
  - (a)       Remain the exclusive property of and title shall remain in the Client. The Supplier acquires no right, title, lien, or ownership in or against the Customer Materials and agrees not to challenge or otherwise dispute the Client's title and exclusive proprietary rights in the Customer Materials;
  - (b)       Be held in strict confidence by the Supplier and shall not be copied or reproduced in any way, disclosed, sold, published, displayed or otherwise made available to any person or entity than the Client, except with the express written consent of the Client;
  - (c)       Be promptly delivered to the Client in the form in which it was provided to the Supplier and on the termination of this Agreement and at any other time within 24 hours of the Client request for delivery, at the Client expense;

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1. (Continued)

- (d) Supply written confirmation to the Client that all electronic data that exists on the Supplier's hard drives, servers, backup files, email directories, including external floppies and CD-ROMs has been deleted at the expense of the Supplier, on the termination of this Agreement and at any other time within 24 hours of the Client request for delivery, at the Client expense; and
  - (e) Not be used by Supplier for its benefit or for the benefit of any entity, other than the Client, including without restricting the generality of the foregoing any commercial benefit.
2. The Supplier agrees to secure and protect the Customer Materials in a manner consistent with the maintenance of the Client's rights and to take appropriate action by instruction as permitted access to the Customer's Materials, in order to maintain the Client's proprietary rights in the Customer's Materials;
  3. The Supplier agrees that all applicable rights to copyrights, trademarks, patents and trade secrets in the Customer Materials remain with the Client.
  4. The Client agrees that any programs supplied or made available to it by the Supplier are the exclusive property of the Supplier or its third party licensor and the Client agrees that it acquires no right, title or ownership in such programs except the non-exclusive right to have the Supplier use this program in the performance of the services provided for in this Agreement.

I have read the above and agree to all terms outlined.

*(Client)*

*(Supplier)*

\_\_\_\_\_  
Signature

\_\_\_\_\_  
/ Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
/Date